REMARKS/ARGUMENTS

Claims 1, 3-9, 12, 14-20 and 23-24 are in the application. No claim is allowed. Claim 14 is amended. No new matter has been added.

Claims 14 is rejected under 35 USC 102(e) as allegedly being anticipated by Boyd et al. ("Boyd"), US Patent Pub. 2003/0070178. This rejection is respectfully traversed. Boyd discloses methods and apparatus for a player to join a poker tournament online from a computer over a networked environment, such as the Internet. The tournament is conducted on a system by an operator via a system lounge server and table servers. However, the individual gaming units, which may be a player's personal computer or a gaming unit in a casino, with respect to the game, contain only a lounge client.

The "gaming software" in Boyd's gaming machines is only communication software (the lounge client and the client program), not the gaming software.

[0086] The lounge client is a basic software program that runs on a personal computer of a player. The lounge client provides a window user interface that allows players to log in to the lounge server and interact with the table servers as is appropriate. The lounge client does not have much functionality, but rather simply provides a communication means for interacting with the various servers generated by the system…

[0087] The client program provides means for players to interface the system.

Thus, gaming software, such as gaming software comprising a pay table or a plurality of seeds for a random number generator to be implemented by the gaming unit, are not disclosed as being downloaded into the gaming machine in Boyd. Accordingly, Boyd's gaming units do not contain gaming-specific software such as a pay table or a plurality of seeds for a random number generator to be implemented by the gaming unit. Although the examiner states that Boyd discloses receiving a fee to play in the tournament, the citation (Boyd, pages 1-2, par.[0013]) is a description of the Background, not a description of Boyd. In Boyd, after the software is loaded into the selected computer, the player is unable to submit to his computer (the selected gaming unit) a fee to play in the tournament. The operator at the lounge server is thus unable to receive an indication at the server, after the software has been downloaded at the gaming unit, that the player has

submitted the fee *to the gaming unit*. The only way the player can play in Boyd is to have already credit on record at the lounge server before logging on to download software. Par. [0101]. The examiner states that the claims only require the *indication of a fee.* Applicants disagree. The examiner's statement is incomplete. There is recited that there is an indication *from the gaming unit* that a fee has been *submitted to the gaming unit from the player.* The player and gaming unit described in Boyd is incapable of sending such indication. The examiner further states that there does not seem to a timing of the fee in the claims. There is however a timing requirement of when the *indication of the fee is sent* which is *after* the downloading of the gaming software. And at the time of sending such indication, the fee must already have been submitted *to the gaming unit*. These features and the timing thereof are not met by Boyd

Therefore, in view amended claim 14, Boyd does not anticipate claim 14 and withdrawal of the rejection is requested.

Claims 1, 3-9, 15-21 and 24 are rejected under 35 USC 103(a) as allegedly being unpatentable over Boyd in view of Morrow, of record. This rejection is respectfully traversed. Boyd is relied on as indicated above. The reliance on Morrow to show a reconfigurable gaming machine by transferring new game software via a network does not remedy the deficiencies of Boyd discussed above which apply to independent claim 1 and claims dependent thereon as well as to independent claim 14 and claims dependent thereon. The addition of Morrow to Boyd would appear to add more functionality to the gaming unit. This is a teaching contrary to that of Boyd, since Boyd is directed to the player only having to download the lounge client (par.[0083]-[0084]) and never having to interact with the server, i.e., receive downloads, again. The games are controlled by the operator through the tournament script. Accordingly, it is submitted that it would not be obvious to one of ordinary skill in the art at the time the invention was made to combine teachings of Boyd and Morrow. Moreover, the combination of the teachings as suggested by the examiner would still only result in the download of the lounge client. Withdrawal of the rejection is respectfully requested.

Claims 12, 22 and 23 are rejected under 35 USC 103(a) as allegedly being unpatentable over Boyd in view of Morrow and Halliburton, of record. This rejection is respectfully traversed. The deficiencies of the combination of Boyd with Morrow are applicable also in response to this rejection and are relied upon as indicated above. The teaching of gaming software of Halliburton comprising a plurality of randomly or pseudo-randomly generated seeds for a random number generator to be used by a gaming unit would only add even more downloading of software to the gaming unit of Boyd. Moreover, the feature relied upon in Halliburton is specifically a gaming function and Boyd directs one to restrict the gaming unit to only communication functions via the lounge client through tournament script. Accordingly, it is submitted that the subject matter of claims 12, 22 and 23 would not have been obvious to one of ordinary skill in the art at the time the invention was made over a combination of Boyd and Morrow in view of Halliburton. Withdrawal of the rejection is respectfully requested.

Based on the foregoing, it is submitted that the claims are patentable over the cited art of record. Accordingly, Applicants submit that all claims would be allowable and this application is in condition to be passed to issue.

Should the examiner believe that a telephone conference would expedite the prosecution of this application, the undersigned may be reached at the telephone number set out below. Applicants hereby petition for any additional extension of time which may be required to maintain the pendency of this case, and any required fee for such extension or any fee required in connection with the filing of this amendment is to be charged to Deposit Account No. 504480 (Order No. IGT1P279).

Respectfully submitted,

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